

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM589469

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MARCOS V. MASSON		05/14/2020	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Blue ocean bbb, llc		
<b>Street Address:</b>	1200 Binz		
<b>Internal Address:</b>	Ste 100		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77004-6944		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3846057	MASSON MEDICAL	
<b>Registration Number:</b>	4546221	RECONSTRUCTIVE ORTHOPAEDIC CENTER HOUSTO	
<b>Registration Number:</b>	4975770	ROC	
<b>Registration Number:</b>	5014375	AFFORDABLE HEALTHCARE THROUGH INNOVATION	
<b>Registration Number:</b>	5841947	ASAP	
<b>Registration Number:</b>	4562342	RECONSTRUCTIVE ORTHOPAEDIC CENTER - HOUS	
<b>Registration Number:</b>	5841946	ASAP	
<b>Registration Number:</b>	6013771	ORTHOPEDIC GOLDEN WEEK	
<b>Serial Number:</b>	88657338	ROC 911	
<b>Serial Number:</b>	88587749	ROC RECONSTRUCTIVE ORTHOPEDIC CENTER	
<b>Serial Number:</b>	88636594	INJURY CENTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	7136581818		
<b>Email:</b>	courtney.graves@chamberlainlaw.com		
<b>Correspondent Name:</b>	Chamberlain hrdlicka		

CH \$290.00 3846057

TRADEMARK

**Address Line 1:** Aly Z. Dossa  
**Address Line 2:** 1200 Smith Street, 14th Floor  
**Address Line 4:** Houston, TEXAS 77002

**NAME OF SUBMITTER:** Courtney Graves

**SIGNATURE:** /Aly Z. Dossa/

**DATE SIGNED:** 07/29/2020

**Total Attachments: 6**

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## ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into effective as of May 14, 2020 (the "Effective Date"), by and between MARCOS V. MASSON ("Assignor") and BLUE OCEAN BBB, LLC, a Texas limited liability company ("Assignee"), and is joined by CALOR, LLC, a Texas limited liability company ("Calor"), for the purposes of acknowledging, approving, and agreeing to the terms and provisions of this Agreement and the transactions contemplated herein.

### RECITALS

WHEREAS, the following transactions occurred prior to the Effective Date: (i) Calor was established, and (ii) Assignee was established as a wholly owned subsidiary of Calor;

WHEREAS, Assignor is the sole owner of Calor, and desires to assign, transfer, convey and contribute to Assignee the Intellectual Property (as defined below) listed in Appendix A, attached hereto (the "Subject Property"), as of the Effective Date; provided, however, that the Subject Property shall be deemed to have first been contributed by Assignor to the capital of Calor, and then simultaneously contributed by Calor to the capital of Assignee; and

WHEREAS, the aforementioned contributions by Assignor to Calor, and by Calor to Assignee, shall be recorded by Calor and Assignee on their respective books of account as capital contributions to Calor and Assignee, respectively, as of the Effective Date;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENTS

1. Definitions.

(a) "Intellectual Property" means any of (i) patents, patent disclosures, inventions (whether patentable or not), and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, (ii) trademark registrations, trademark applications, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights (including, but not limited to, copyright registrations and applications for registration) and copyrightable works (including, but not limited to, source code and computer programs), mask works, and rights in data and databases, and (iv) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, issuances of, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

2. Confirmation and Incorporation of Recitals. The parties hereto agree that the recitals set forth above are true and correct, that they are incorporated into this Agreement and are binding upon the parties hereto.

3. Assignment of the Subject Property. Assignor hereby assigns, transfers, conveys and contributes all of his rights, title and interests in and to the Subject Property to Assignee as of the Effective Date, and Assignor further hereby assigns, transfers, conveys and contributes to Assignee any and all royalties, fees, income, payments, and other proceeds due or payable on or after the Effective Date with respect to the Subject Property, as well as any and all claims and causes of action with respect to the Subject Property, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. After giving effect to this Agreement, Assignee shall be the sole owner of the Subject Property as of the Effective Date.

4. Acceptance of the Subject Property. Assignee accepts all rights, title and interests of Assignor in and to the Subject Property, as set forth in this Agreement, as of the Effective Date.

5. Effect of the Transactions. As of the Effective Date, each of Calor and Assignee is treated as a disregarded entity for federal income tax purposes in accordance with the Treasury Regulations promulgated under Section 7701 of the Internal Revenue Code of 1986, as amended. Accordingly, the transactions contemplated in this Agreement shall not have any federal income tax consequences. Although the transactions contemplated herein shall have no tax consequences for federal income tax purposes, for corporate and state law purposes the Subject Property shall be deemed to have first been contributed by Assignor to the capital of Calor, and then simultaneously contributed by Calor to the capital of Assignee, and such contributions shall be recorded by Calor and Assignee on their respective books of account as capital contributions to Calor and Assignee, respectively, as of the Effective Date.

6. Recordation. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office, the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office to record and register this Agreement upon request by the Assignee. Following the Effective Date, Assignor shall provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Subject Property to Assignee, or any assignee or successor thereto.

7. Miscellaneous.

(a) Further Actions. Each party hereto, at his or its own expense, shall execute and deliver such other documents and take such other actions as another party hereto may reasonably request in order to consummate more effectively the transactions contemplated by this Agreement.

(b) Entire Agreement. This Agreement, and any other instruments and documents delivered in connection herewith, contain the complete agreement among the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings among the parties hereto with respect to such transactions.

(c) Binding Effect; Assignment. This Agreement and the rights, interests, and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party to this Agreement shall assign its rights and/or obligations hereunder without the prior written consent of each other party hereto.

(d) Severability. If any provision of this Agreement is held to be unenforceable, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Agreement shall remain in full force and effect; provided, however, that if any provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

(e) Headings; Construction. The headings of this Agreement are for convenience only, and shall not affect in any manner any of the terms and conditions of this Agreement. Any rule of construction that a document is to be construed against the drafting party shall not be applicable. The parties hereto agree that the terms of this Agreement are the product of negotiation of the parties, and that this Agreement shall not be construed against any party by virtue of the fact that one party may have drafted this Agreement.

(f) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas (other than its choice of laws doctrine) and venue in any action arising under this Agreement shall be exclusively in a court of competent jurisdiction in Harris County, Texas.

(g) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute the same agreement. The signature of any of the parties hereto may be delivered and made by original, facsimile, portable document format (pdf) or other electronic means capable of creating a printable copy, and each such signature shall be treated as an original signature for all purposes.

*{Signature Page Follows.}*

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement effective as of the Effective Date.


**ASSIGNOR:**



\_\_\_\_\_  
Marcos V. Masson

**ASSIGNEE:**

BLUE OCEAN BBB, LLC,  
a Texas limited liability company

By: 

\_\_\_\_\_  
Name: Marcos V. Masson

Title: President

**ACKNOWLEDGED, APPROVED, AND AGREED TO BY:**

CALOR, LLC,  
a Texas limited liability company



By: 

\_\_\_\_\_  
Name: Marcos V. Masson

Title: President

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**APPENDIX A**

Title/Trademark	Patent No./Serial No./Registration No.
Surgical Process for Affixing an Elbow Implant into the Ulna	U.S. Patent No. 8,882,846
Bone plate with Suture Retaining Elements	U.S. Patent No. 8,535,313
Process for Manufacture of Joint Implants	U.S. Patent No. 8,532,806
Cannula Apparatus with Inflatable Seal and Adjustable Length	U.S. Patent No. 7,597,688
Tracker.	U.S. Copyright Registration No. TXu001261905
Reconstructive Orthopaedic Center - Houston website.	U.S. Copyright Registration No. TXu001857402
MASSON MEDICAL	U.S. Trademark Registration No. 3846057
RECONSTRUCTIVE ORTHOPAEDIC CENTER HOUSTON	U.S. Trademark Registration No. 4546221
ROC	U.S. Trademark Registration No. 4975770
AFFORDABLE HEALTHCARE THROUGH INNOVATION	U.S. Trademark Registration No. 5014375
ASAP	U.S. Trademark Registration No. 5841947
	U.S. Trademark Registration No. 4562342
	U.S. Trademark Registration No. 5841946

	<p>U.S. Trademark Registration No. 6013771</p>
	<p>U.S. Trademark Serial No. 88657338</p>
	<p>U.S. Trademark Serial No. 88587749</p>
	<p>U.S. Trademark Serial No. 88636594</p>

Appendix A